



THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



30  
Bench

VICTORIA F. SHEEHAN  
COMMISSIONER

WILLIAM CASS, P.E.  
ASSISTANT COMMISSIONER

Bureau of Highway Design  
August 10, 2016

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

1. Authorize the Department of Transportation to amend PO #5000389, with McFarland Johnson, Inc., Concord, NH and Binghamton, NY, Vendor #164736, to prepare the preliminary and final engineering design for the US 3 and NH 25 corridor in Meredith, by increasing the total amount payable by \$32,579.71 (from \$408,923.76 to \$441,503.47) for additional design services associated with final design, effective upon Governor and Council approval. 100% Federal Funds.

Funds to support this request are available in the following account in State FY 2017:

04-096-96-963515-3054	<u>FY 2017</u>
Consolidated Federal Aid	
046-500464 Gen Consultants Non-Benefit	\$32,579.72

2. Further, authorize to **retroactively** amend the contract's completion date from September 1, 2016 to December 31, 2018, effective upon Governor and Council approval.

**EXPLANATION**

The time extension portion of this amendment is **retroactive** because by the time it was truly known that the Town would support the final layout there was insufficient time to develop the scope, negotiate the fee, and administer the amendment throughout the approval process before the current completion date of the contract.

On July 10, 2013, the Governor and Council authorized the subject engineering and environmental consultant services Agreement (Item #115; copy of Resolution attached) in the amount of \$408,923.76 to address transportation system needs along approximately one and one-half miles of US 3 and NH 25, extending from the US 3/NH 104 intersection in the Town of Meredith northerly to the intersection of US 3 and NH 25, then easterly along NH 25 to the vicinity of Pleasant Street. The development of the preliminary engineering for this project is expected to be performed in three phases (Parts A, B, and C). This contract is for the second phase (Part B) only. The purpose of Part B for this project is to assist the Department in the selection of a preferred alternative for reconstruction in these limits, further development of preliminary engineering plans and formal environmental documentation to be taken to a Public Hearing. This project is currently included in the State's Ten-Year Transportation Improvement Plan (Meredith 10430).

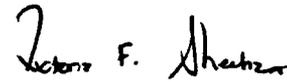
This amendment to the Agreement is for additional work associated with final design and construction services. The final design phase was originally intended to be a separate Part C Agreement, but because the scope of work has been scaled back considerably there is approximately \$178,000 unspent in Part B. To take advantage of the unspent funds and to expedite the process, it seems prudent to add the final design to Part B by amendment.

The increase in fee as proposed is commensurate with the revised scope of work and the corresponding additional engineering and technical services to be furnished. This project funding is 80% Federal funds with 20% State match. Turnpike toll credit is being utilized for New Hampshire's match requirement, effectively using 100% federal funds.

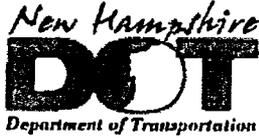
This amended Agreement has been approved by the Attorney General as to form and execution. The Department has verified that the necessary funds are available. Copies of the fully-executed amended Agreement are on file at the Secretary of State's Office and the Department of Administrative Services, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

It is respectfully requested that authority be given to amend this Agreement for consulting services as outlined above.

Sincerely,

A handwritten signature in black ink, appearing to read "Victoria F. Sheehan". The signature is written in a cursive style with a large initial "V".

Victoria F. Sheehan  
Commissioner



**THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION**



**VICTORIA F. SHEEHAN  
COMMISSIONER**

**WILLIAM CASS, P.E.  
ASSISTANT COMMISSIONER**

**MEREDITH  
STP-F-X-0241(014)  
10430 (PART B)  
(Agreement Dated May 30, 2013, PO# 4003683)  
(Fee Increase and Time Extension Amendment)**

Bureau of Highway Design  
Room 200 (CMF)  
Tel. (603) 271-2171  
Fax: (603) 271-7025

August 10, 2016

Mr. Michael D. Long, P.E.  
McFarland-Johnson, Inc.  
53 Regional Drive  
Concord, NH 03301

Dear Mr. Long:

This letter amends the Table of Contents, Preamble, Article I, Description of Professional Services to be Rendered; Sections A, B, C, and G, and Article II, Compensation of Consultant for Cost Plus Fixed Fee Agreements; Section A, in the above-referenced Agreement.

The Table of Contents is being amended to add Attachment A – McFarland Johnson, Inc. Detailed Scope of Services and Fee Proposal for Final Design and Construction Services dated July 29, 2016.

The Preamble is being amended to add the following new fourth paragraph. (The previous fourth paragraph becomes the fifth paragraph.):

By amendment, the DEPARTMENT also intends to have prepared for said project final design, contract plans, specifications, special provisions, estimates of quantities and costs, and right-of-way plans. These additional services are outlined in the CONSULTANT'S Detailed Scope of Services and Fee Proposal for Final Design and Construction Services dated July 29, 2016 (AGREEMENT ATTACHMENT A), which is hereby adopted and considered to be part of this AGREEMENT.

Article I, Section A, Location and Description of Project, and Article I, Section B, Scope of Work General, are being amended to eliminate references to a future Part C agreement. The final design is being added to the Part B agreement by this amendment.

Article I, Section C is being amended to include the final design and construction services scope of work described in Attachment A.

Article I, Section G (Date of Completion) is being amended to allow sufficient time to complete the additional Final Design services. The original and amended dates are as follows:

Original Completion Date	September 25, 2015
Amended to	September 1, 2016
By this letter, amended to	December 31, 2018

Article II, Section A (General Fee) is being amended to increase the total amount payable under this Agreement by \$32,579.71 as payment for additional design services by McFarland Johnson, Inc. and subconsultant GM2 Associates, Inc. for final design work that was not included in the original AGREEMENT.

The portions of Article II, Section A (General Fee) and Section B (Summary of Fees) specifying the Department's maximum direct-labor rate policy are being amended to read as follows:

\*In accordance with DEPARTMENT policy, the maximum direct-labor rate allowed for all positions under this amended AGREEMENT shall be \$60.00 per hour, unless a waiver to the salary cap has been specifically approved for specialty services.

The portion of Article II, Section A (General Fee) specifying the dates for the fee and manhour estimates is being amended to read as follows:

"The total amount to be paid under this AGREEMENT shall not exceed \$441,503.47, the sum of the amounts shown in Article II, Section B (which amount is based on the CONSULTANT'S fee and manhour estimates of September 28, 2012 and July 29, 2016),..."

Furthermore, this fee increase revises the amounts in Article II, Section B (Summary of Fees) as follows:

- Increases the estimated amount of (a) actual CONSULTANT'S salaries, costs applicable to actual salaries, salary burden (direct and indirect) and administrative costs attributable to overhead by \$135,443.89, from \$193,259.39 to \$328,703.28.
- Increases the amount of (b) fixed fee to cover profit and non-reimbursed costs by \$13,983.49, from \$19,325.94 to \$33,309.43.
- Decreases the estimated amount of (c) reimbursement for direct, out-of-pocket expenses by \$4,058.64, from \$10,550.00 to \$6,491.36.
- Decreases the estimated amount of (d) reimbursement for actual cost of subconsultant Alternate Street Design, PA. Inc. by \$3,903.27, from \$8,703.27 to \$4,800.00.

Decreases the estimated amount of (d) reimbursement for actual cost of subconsultant Applied Economic Research by \$24,824.77 from \$24,824.77 to \$0.00.

Decreases the estimated amount of (d) reimbursement for actual cost of subconsultant Carol R. Johnson, Inc. by \$15,897.21, from \$15,897.21 to \$0.00.

Decreases the estimated amount of (d) reimbursement for actual cost of subconsultant Preservation Company (substituted for Elizabeth Durfee Hengen) by \$47,495.04, from \$54,800.08 to \$7,305.04.

Decreases the estimated amount of (d) reimbursement for actual cost of subconsultant GZA GeoEnvironmental by \$6,363.22, from \$6,363.22 to \$0.00.

Decreases the estimated amount of (d) reimbursement for actual cost of subconsultant Independent Archaeological Consulting, LLC by \$18,671.73, from \$18,671.73 to \$0.00.

Decreases the estimated amount of (d) reimbursement for actual cost of subconsultant Project for Public Spaces by \$18,157.25, from \$18,157.25 to \$0.00.

Increases the estimated amount of (d) reimbursement for actual cost of subconsultant Resource Systems Group by \$392.28, from \$38,370.91 to \$38,763.19.

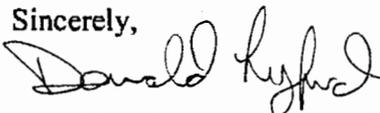
Adds the services of new subconsultant GM2 Associates, Inc. for an estimated amount of \$22,131.18.

Also, the first sentence in paragraph 1 of Article II, Section C (Limitation of Costs) is being amended to read as follows:

"Costs incurred against this AGREEMENT shall not exceed \$441,503.47, unless otherwise authorized."

The above additional work revises the total amount payable under this Agreement, which increases from \$408,923.76 to \$441,503.47 by this amendment.

This amendment becomes effective upon approval by the Governor and Council.

Sincerely,  


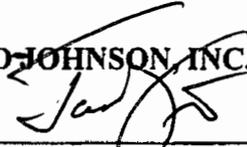
Donald A. Lyford, P.E.  
Project Manager



Approved: Peter E. Stamnas, P.E.  
Director of Project Development

We concur in the above Amendment.

~~McFARLAND-JOHNSON, INC.~~

By:   
\_\_\_\_\_

Title: JAMES M. PESIA  
SRVP/COO

DAL/wjh  
attachments

**AGREEMENT AMENDMENT**

**MEREDITH, STP-F-X-0241(014), 10430 (Part B)**

**McFARLAND JOHNSON, INC.**

IN WITNESS WHEREOF the parties hereto have executed this amended AGREEMENT on the day and year first above written.

**Consultant**

WITNESS TO THE CONSULTANT

By: Shada M. Moneta

Administrative Assistant

Dated: 8/10/16

CONSULTANT  
[Signature]

By: \_\_\_\_\_

SRVP/COO (Title)

Dated: 8/10/16

**Department of Transportation**

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: Michelle Brown

\_\_\_\_\_

Dated: 8/16/16

THE STATE OF NEW HAMPSHIRE

By: [Signature]

Director of Project Development

FOR DOT COMMISSIONER

Dated: 8/16/16

**Attorney General**

This is to certify that the above-amended AGREEMENT has been reviewed by this office and is approved as to form and execution.

Dated: 8/29/16

By: [Signature]  
Assistant Attorney General

**Secretary of State**

This is to certify that the GOVERNOR AND COUNCIL on \_\_\_\_\_ approved this amended AGREEMENT.

Dated: \_\_\_\_\_

Attest:

By: \_\_\_\_\_

Secretary of State

MEREDITH  
STP-F-X-0241(014)  
10430  
(PART B)

# **ATTACHMENT A**

McFarland Johnson, Inc. Detailed  
Scope of Services and Fee Proposal  
for Final Design and Construction  
Services, Dated July 29, 2016





**McFarland Johnson**  
*Innovative Solutions / Sustainable Results*

53 Regional Drive • Concord, NH 03301  
Phone: 603-225-2978 • Fax: 603-225-0095  
www.mjinc.com

July 29, 2016

Job No. 16764.01

Mr. Donald Lyford, P.E.  
New Hampshire Department of Transportation  
John O. Morton Building  
7 Hazen Drive  
Concord, New Hampshire 03302-0483

RE: Meredith 10430 US 3 & NH 25 Improvements Project – Part B  
Amendment 3 and Contract Extension Request

Dear Mr. Lyford:

McFarland Johnson, Inc., (MJ) hereby requests an amendment for additional work and a contract completion date extension to December 31, 2018 for the above referenced project.

MJ has nearly completed the Scope of Work for Part B of the project. However, because the scope of the project was greatly reduced, there is \$178,371.15 remaining within the budget that will not be used. The Scope of Work for Amendment 3, which is enclosed, proposes to complete Part C (Final Design) for the approved Preferred Alternative using this unspent budget. The Preferred Alternative proposes mill and overlay of the existing pavement limits only and new signal equipment. This reduced scope can be accommodated within the remaining budget.

However, there are additional scope items that will require additional budget as follows.

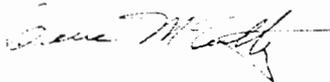
1. Right-of-Way plans are required to establish permanent drainage easements for existing facilities. Twin 36" culverts currently cross under US Route 3 near Lake Avenue. The project will replace these culverts due to their poor condition. However, drainage easements were not obtained when the culverts were originally constructed, but will now be required for their replacement.
2. Right-of-Way plans are required to establish permanent sidewalk easements. Sidewalks on the north side of NH Route 25 between Route 3 and Pleasant Street appear to extend beyond the existing right-of-way. The project will replace, and in some cases expand, the sidewalks to ensure they are ADA compliant. Sidewalk Easements will be required to complete this work.
3. The bridge that carries US Route 3 over the outlet from Lake Waukewan near Mill Falls is in need of repair. Amendment 3 includes scope to prepare bridge repair plans.
4. Amendment 3 also includes construction services related to the bridge repairs and signal improvements. The proposed signal at Route 3/25 includes adaptive signal control where MJ will assist with its implementation.

The proposed fee for Amendment 3 totals \$210,950.86 as seen on the enclosed Fee Summary. Because of the \$178,371.15 remaining in the budget, the additional budget request totals \$32,579.71.

The enclosed Scope of Work also includes standard sections of the Department's Master Agreement that includes final design tasks that are not part of the current agreement.

If you have any questions or require additional information, please do not hesitate to contact us.

Sincerely,  
**McFARLAND JOHNSON, INC.**



Gene McCarthy, P.E.  
Project Manager

Enclosures

Cc: File

**New Hampshire Department of Transportation  
Meredith US Route 3/NH Route 25 Improvements  
Part B - Amendment 3  
Detailed Scope of Services  
NH State Project No. 10430**

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The Scope of Services for Amendment 3 carries the Preferred Alternative through Final Design in preparation for Advertising. The Preferred Alternative consists of the Modified Signal Alternative for the Route 3/25 intersection, a mid-block Pedestrian Hybrid Beacon Signal between Lake and Dover Streets, a Hybrid Beacon Signal at the Meredith Fire Station, and sidewalk improvements along Route 3 and Route 25. In addition, rehabilitation of Bridge 186/145 (US3 over Meredith Bay Inlet) is included. All submissions will follow the NHDOT Consultant Design submission descriptions and check list. No Highway Pre-Preliminary or Preliminary PS&E submissions are planned as the configuration of the improvements has already been established. No Bridge Preliminary or PS&E submissions are planned as the rehabilitation elements are well defined.

## HIGHWAY DESIGN

### Task 1 Preliminary Highway Plans

A Preliminary submission will be prepared for the highway related work. This submission will include a conceptual evaluation of the stormwater system and potential modifications. The belief is no treatment is currently taking place for stormwater that is discharged into Lake Winnepesaukee. Treatment options will be explored for this submission and presented in the Design Report. These treatment options will be limited to mechanical devices, bio-retention, and deep sumps. Replacement of twin 36" culverts under US 3 near Lake Street is included. Also included is the replacement of catch basins in poor condition within the project limits.

Preliminary signal plans of the following intersections will be included showing the location of the proposed mast arms, pullboxes, and control cabinets. The plans at this stage will provide only enough detail to aid in determining if there will be any conflicts with existing utilities or existing and proposed drainage structures, and to guide the subsurface soil investigations. The three signalized intersections shall be interconnected to allow coordination between each signal.

- US 3/NH 25 intersection.
- Pedestrian Hybrid Beacon at the midblock crosswalk between Lake and Dover Streets.
- Emergency Hybrid Beacon at the Meredith Fire Station.

In addition to the proposed plans, MJ shall prepare a Systems Engineering Plan for the assessment and selection of the Adaptive Signal Control System for the US 3/NH 25 intersection. This document will be prepared in accordance with FHWA's "Model Systems Engineering Documents for Adaptive Signal Control (ASCT) Systems", dated 2012. The document will outline the stakeholder needs and expectations, the way the system will operate (Concept of Operation), and what the system is supposed to do (System



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Requirements). In addition, this document will include a Validation Plan and a Verification Plan. The Verification Plan will be used to describe how the system will be tested to ensure it meets the requirements and the Validation Plan will be used to describe how the performance of the system is measured to determine if it met the needs and expectations.

Overall, this document will help guide MJ in outlining the required system to meet the needs of the Department and aid in the preparation of the Special Provisions for use by the Contractor during the procurement phase.

**Task 2      Slope and Drain**

After receiving comments regarding the Preliminary submission, the Slope and Drain submission will be prepared for the highway related work. Traffic Control Plans will not be developed for the project; however, notes will be developed for the plans and Prosecution of Work identifying the limitations on traffic control. It is anticipated construction will not be allowed to occur between Memorial Day and Labor Day. Utility plans will be submitted to the Department for use in identifying utility conflicts and how the conflicts would be addressed. The intent of the project is to avoid any and all impacts to existing underground utilities.

**Task 3      PS&E Submission**

After receiving comments regarding the Slope and Drain submission, the PS&E submission will be prepared for the highway related work. Draft special provisions and detailed quantities will be developed. The appropriate documents to address Mildly Contaminated Soils will be included. The signal plans will be finalized for this submission based on completed utility verification. Landscaping design will be developed during this submission by NHDOT and included on Landscape Plans prepared by MJ.

**Task 4      Draft Contract Plans**

The plans will be updated to incorporate review comments from the Department on the PS&E submission. The quantities will be updated to reflect changes made to the plans.

**Task 5      Contract Plans**

The plans will be updated to reflect any final comments from the Department. The quantities and special provisions will be finalized. The final plans, specifications, and quantities will be packaged for submission to the Department.



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Meredith US Route 3/NH Route 25 Improvements  
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Detailed Scope of Services  
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**ANTICIPATED DRAWING LIST  
(HIGHWAY SHEETS)**

SHEETS.	SHEET DESCRIPTION
2	Title Sheet and Index
2	Standard Symbols
2	Typical Sections
4	Summary of Quantities
2	Sign Text Layout
3	Miscellaneous Details
1	Cross Section Details
2	Drainage Details
7	General Plans
2	Drainage Notes
7	Curb and Pavement Layout Plans
7	Pavement Marking & Signing Plans
8	Landscape Plans & Details
5	Signal Plans
1	Temporary Signal Plan (US 3/NH 25)
55	Total

**BRIDGE DESIGN**

Bridge 186/145 (US3 over Meredith Bay Inlet) will be rehabilitated, including partial and full depth slab repairs, new membrane and pavement, new bridge rail, new approach rail, concrete repairs to the sidewalks, and removal or replacement of the granite curb with concrete curb. This bridge is a concrete box culvert (12' wide, 9' high, and 75' in length) that was initially constructed in 1947 and lengthened in 1983.

**Task 1 PPS&E Submission**

Plans will be developed indicating the type and extent of the proposed repairs. A site visit and inspection will be conducted to determine the type and extent of repairs. No bridge rating or structural design will be conducted. Quantities will be developed to determine the cost of the repairs.



**New Hampshire Department of Transportation  
Meredith US Route 3/NH Route 25 Improvements  
Part B - Amendment 3  
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NH State Project No. 10430**

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**Task 2      Draft Contract Plans**

The plans will be updated to incorporate review comments received from the Department on the PPS&E submission. The quantities will be updated to reflect changes made to the plans and/or specifications.

**Task 3      Contract Plans**

The plans will be updated to incorporate review comments received from the Department on the Draft Contract Plan submission. The quantities will be updated to reflect changes made to the plans and/or specifications. The final plans and calculations will be reviewed, printed and packaged for submission to the Department.

**ANTICIPATED DRAWING LIST  
(BRIDGE SHEETS)**

SHEET NO.	SHEET DESCRIPTION
1	General Plan and Elevation
2	Details
3	Bridge Rail
4	Approach Rail

**PERMITTING**

**Task 1      Wetland Permit**

The proposed work will involve impacts to areas under the jurisdiction of the NH Wetlands Bureau and US Army Corps. MJ will prepare a Standard Dredge and Fill Application as well as all necessary plans and documentation to submit to NHDOT's Environmental Manager for review. After making the requested revisions, MJ will submit thirteen (13) hardcopies of the final application package to NHDOT's Environmental Manager for filing with NHDES. MJ will present the project at one Natural Resource Agency coordination meeting at NHDOT. If mitigation is required, it is assumed that it will be in the form of an in-lieu fee.

It is assumed that the wetland impacts will be authorized under the Army Corps Programmatic General Permit, and that an Army Corps Individual Permit will not be required for this project. While conducting the invasive species survey, areas of potential wetland impact will be reviewed to confirm delineation and classification.



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Meredith US Route 3/NH Route 25 Improvements  
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NJ will conduct an invasive species survey to identify the types and extent of invasive species in the project area. The locations will be shown on the resource plans and construction plans.

Erosion Control Plans - MJ will prepare erosion control plans and associated details for the entire contract limits. These plans will use the general plan cut sheets as the base, with existing contours, proposed contours, sedimentation measures, and perimeter controls shown. Lastly, this effort will include updating the construction schedule for major work items.

**Task 5 Shoreland Permit**

MJ will delineate the reference line and protected shoreland buffer zones based on review of available survey and aerial imagery. Delineation will be provided in a CAD/D file in accordance with DOT standards. A Shoreland Permit By Notification application package will be prepared and will include Shoreland Impact Plans (in accordance with NHDOT standards), application form, project narrative, photographs and location map. The application package will be submitted to the NHDOT Environmental Manager for review. After making the requested revisions, MJ will submit three hardcopies of the final application package to NHDOT's Wetlands Program Manager for filing with NHDES.

**RIGHT-OF-WAY**

**Task 1 Right-of-Way Plans**

GM2 Associates will prepare required Right-of-Way plans for the project and stamp them as licensed Land Surveyors. The assumption is that up to two (2) Right-of-Way Plans will be required. See attached Proposal from GM2 dated July 21, 2016 for details of their Scope of Work.



**New Hampshire Department of Transportation  
Meredith US Route 3/NH Route 25 Improvements  
Part B - Amendment 3  
Detailed Scope of Services  
NH State Project No. 10430**

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**CONSTRUCTION SERVICES**

**Task 1      Bridge**

MJ staff will provide responses to contractor Requests for Information (RFI's) during the construction phase, as requested by the Department. For the purposes of this scope, it is assumed responses will be required from MJ for up to three (3) contractor RFI's.

MJ staff will review contractor Shop Drawings as requested by the Department. This scope assumes the contractor/subcontractor will use due diligence in preparing the submittal documents, and multiple reviews will not be required by MJ staff. For the purposes of this scope, it is assumed up to three (3) shop drawing reviews will be required by MJ staff.

**Task 2      Signal Testing**

MJ staff would assist in the implementation and testing of the proposed adaptive signal control. This effort includes the final acceptance of the signal control to ensure it is performing as specified.

**SCOPE ASSUMPTIONS**

1. U.S. Customary (English) units will be utilized and bridge designs will follow the latest edition of the LRFD Bridge Design Specifications.
2. All electronic deliverables will conform to the NHDOT CADD requirements in place at the time of contract notice to proceed.
3. Surveying services will be performed by the NHDOT.
4. Right-of-Way abstracting will be provided by the NHDOT.
5. No ITS elements will be required.
6. Overhead Sign structures will not be replaced.
7. No Cross Sections will be developed.
8. No bridge calculations will be provided.
9. Attendance at one (1) Natural Resource Agency meeting is assumed.
10. No Highway Pre-Preliminary or Preliminary PS&E submissions will be made.
11. No Bridge Preliminary or PS&E submissions will be made.



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Meredith US Route 3/NH Route 25 Improvements  
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The following Sections of the Master Agreement for Contract 10430 shall be amended as described below.

**Amend Article 1, Section F to include the following:**

1. Roadway Design Submissions

The plan submissions for roadway design shall follow the procedures outlined below:

a. Pre-Preliminary Plans – Roadway (Not Included)

b. Preliminary Plans - Roadway

Based on a complete review of the material furnished by the DEPARTMENT and developed and/or supplemented by the CONSULTANT, particularly in regard to the proposed design criteria, predicted traffic, preliminary soil data, expected Best Management Practices for erosion- and sedimentation-control and water-quality issues, conceptual traffic control and topography of the project area, the CONSULTANT shall prepare and submit to the DEPARTMENT five sets of roll plans (paper prints 8 ft. to 10 ft. in length) (~~cross-sections and other applicable plan sheets may be submitted on cut sheets~~) showing:

- 1) The recommended horizontal and vertical alignment of all necessary roadway construction, including local roads.
- 2) Preliminary level-of-service calculations and coordination analysis shall be performed at the Route 3/25 intersection.
- 3) ~~All roadway cross-sections (50-foot) intervals except at 25-foot intervals in ledge areas and drive cross-sections which shall be plotted with the top line of the template of the proposed roadway cross-sections shown. The CONSULTANT shall recognize that, typically, geotechnical information is not available at this time and, therefore, this submission may need to be recut and reordered for subsequent submissions when soils/ledge information is made available. Plans addressing significant~~



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~~modifications to private parking areas and accesses shall be developed and used to coordinate with property owners early in the process.~~

- 4) Proposed intersection plans, including proposed lane use, with traffic assignments and circulation plans, pavement layouts and major control elements.
- 5) Proposed treatment of local roadways affected by the project, along with significant construction appurtenances and other design features.
- 6) The alignment (horizontal and vertical) of major detours or construction phases that will have significant implications for the project in the final design. The location and lane use of temporary signals if warranted. Critical cross-sections (with superelevations) shall be developed and labeled by phases to assist in the assessment of the conceptual traffic-control phasing and conceptual location of overhead-sign structures.
- 7) Conceptual Best Management Practices for erosion and sedimentation control and water-quality issues shall be shown with approximated flows. A presentation and narrative will be required to explain the concept for approval.
- 8) Roll plans shall show where match lines are anticipated for future cut sheets.
- 9) Preliminary typical sections with top-line template.
- 10) Proposed limits and recommendations for letting the construction under separate contracts, including cost estimates, areas of overlap, maintenance of traffic, drainage, etc.
- 11) Proposed right-of-way layout with bounds.

The following issues shall also be considered in the development of the above-mentioned plans:

- 1) Traffic Control Plan and construction phasing for the bridge work only will be provided.
- 2) Erosion- and sedimentation-control measures (permanent and temporary).



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- 3) Water-quality treatment.
- 4) Mitigation areas and wetland impacts.
- 5) Earthwork balances and availability.
- 6) Potential closed drainage and underdrain outlets, and cover over drainage structures.
- 7) Right-of-way involvement.
- 8) Potential conflicts with major utilities.
- 9) Proposed present and future signal interconnect and coordination.
- 10) Separate construction contracts.

This submission shall be supplemented with such conceptual drawings, illustrations and descriptive matter as are necessary to facilitate a comprehensive review of both the proposed design and the feasibility of construction, and the coordination with the design of bridges or other structures. This shall include profiles and ~~cross-sections~~, particularly where clearance and setbacks may be issues.

The CONSULTANT shall indicate on the plans all traffic assignments at intersections together with the AM and PM and Saturday turning motions. The traffic assignments shall be expressed in terms of average daily traffic (ADT) for both the current and design years and directional design hourly volumes (DDHV) for the design year.

Estimates for this submission shall be reasonably itemized to cover roadways, structures, drainage and other construction items as well as costs of railroad and utility changes to be financed by the STATE.

For development of the right-of-way lines, sight-distance review and the assessment of environmental impacts, it shall be necessary that all templates be plotted to develop slope lines. This shall require computation and submission of pavement-superelevation calculations. ~~Rounding of slopes shall be considered in developing slope lines, but~~



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~~plotted cross-section templates do not need to have roundings shown at this submission.~~  
Guardrail calculations shall also be submitted.

c. Slope and Drainage Plans - Roadway

The Slope and Drainage Plans submission shall consist of five sets of roll plans (paper prints 8 ft. to 10 ft. in length) showing slope lines, drainage-system details and drainage features, and proposed right-of-way lines, including drainage, slope and/or construction easements. The roll plans shall include typical sections, plan views, profiles, guardrail locations, and ~~cross-sections with complete template plotted~~ and appropriate references on the plans relative to drainage design to assist with the review of the drainage design and the backup drainage calculations. The submission shall be supplemented with a list of utility conflicts that could not be avoided during the design. Complete Best Management Practices for permanent erosion and sedimentation control features and water-quality appurtenances shall be shown accompanied by backup calculations. The backup calculations shall also include a narrative, mapping and computations addressing pre-construction and post-construction (and post-development, if applicable) drainage conditions and applicable drainage-control features. Two bound drainage-computation books shall be submitted with all backup drainage calculations illustrated and referenced to each drainage appurtenance shown based on the drainage design.

At this time, a field inspection shall be held with the DEPARTMENT and indicated design changes or corrections shall be made and incorporated into the plans for the ~~Preliminary~~ PS&E submission. Any indicated revisions to fit actual field conditions, including any horizontal and vertical alignment revisions found necessary during this field inspection and any resulting corrections to the right-of-way requirements, shall be made by the CONSULTANT.

~~Also, with the Slope and Drainage submission, the CONSULTANT shall submit the Traffic Control Plans in near final form showing temporary slopes, lane uses and widths, overhead sign structures, temporary traffic signals, temporary guardrail and barrier locations, temporary drainage, temporary easements, profiles, temporary drives, detour~~



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~~cross sections and superelevations, etc. with backup calculations. Construction phasing shall be shown with narratives for each phase.~~

At this submission, a revised study estimate shall be prepared and submitted by the CONSULTANT based on the best information and design features shown in this submission relative to the anticipated construction including any detours or temporary widenings.

Following incorporation of the Department's comments on the Slope and Drainage Submission, the CONSULTANT shall submit Wetland Impact plans showing permanent and temporary impacts for each wetland for each phased construction contract for inclusion with the wetland permit applications. These areas shall be hatched according to the DEPARTMENT's standards. Accompanying these plans, the CONSULTANT shall provide a tabulated impact summary showing wetland identification numbers, areas of fill or dredged volumes in the temporary and permanent conditions for each construction contract and the final build-out for this project.

d. Utility Plans (Utility coordination by DEPARTMENT)

Following submission and review of the Slope and Drainage submission, the CONSULTANT shall incorporate DEPARTMENT comments into the design layout and assemble the plans into a cut-sheet format. The CONSULTANT shall then furnish 10 sets of cut-sheet plans (paper prints) of front sheet, plans, profiles and ~~five sets of cross-sections~~ and a list of revised utility conflicts for use by the Design Services Section. The CONSULTANT shall also submit separate electronic files of this information, in a format acceptable to the DEPARTMENT, in conformance with the DEPARTMENT'S CAD/D Procedures and Requirements. This submission plan set is intended to facilitate the identification of the scope of work required by various utilities to comply with the planned construction. The plans are intended to reflect the near-final design of drainage systems with all appurtenances, erosion- and sedimentation-control features, other structures, right-of-way lines (proposed permanent and temporary, and existing), curbing, pavement layout, sign structures, traffic signals, slope limits, guardrail, ~~final template plotted on cross sections, detours and detour cross sections, traffic control~~ issues with construction



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phasing, underdrain, drive locations, sidewalks, clearing-and-grubbing limits, fencing requirements, building demolition and lighting and signal conduit. Also, the plans shall reflect all existing detail, existing drainage and existing utilities. The intent is to have incorporated all comments from the preliminary right-of-way submission and the Slope and Drainage submission along with design work that has progressed. All final-design notes may not be necessary, but the scope of construction shall be evident to the reviewing utilities. This plan set will not be reviewed and comments will not be given to the CONSULTANT for this submission by the DEPARTMENT. Copies of this plan set shall be forwarded to the Design Services Section to finalize the utility relocations, as required. The plans shall show the status of the design prior to preparation of the Preliminary PS&E submission.

- e. Preliminary PS&E – Roadway (Not Included)
  
- f. PS&E - Roadway

Upon approval in writing by the DEPARTMENT of the Preliminary PS&E Slope and Drain submission, the CONSULTANT shall proceed to prepare and submit to the DEPARTMENT for approval the PS&E submission, which shall consist of three complete sets of paper prints of construction plans, one bound copy of the revised quantities book, and a PS&E estimate. Special Provisions shall be submitted in both electronic format (Microsoft Word-compatible) and hard copy for all items not in the Standard Specifications for Road and Bridge Construction of the STATE and for which a current special provision is not available.

- g. Draft Contract Plans (Prints)

Upon approval of the foregoing in writing by the DEPARTMENT, the CONSULTANT shall proceed to prepare and submit to the DEPARTMENT for approval the Draft Contract Plan submission, which shall consist of three complete sets of paper prints of the construction plans, a Design Narrative, Engineering Report, one bound copy of the revised Quantity Book, any final Special Provisions required and a draft final estimate of



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costs. The draft contract plans and documents shall reflect all comments resulting from PS&E review.

h. Contract Plans (Mylars) and Consultant Documents

For each construction contract, upon approval of the foregoing in writing by the DEPARTMENT, the CONSULTANT shall make the final submission of contract plans, any final special provisions required and a final PS&E estimate of costs. These final contract plans and documents shall reflect all comments resulting from the PS&E review. The CONSULTANT shall be prepared to incorporate all comments, furnish drafting services for omissions found and generally assist the DEPARTMENT in finalizing the contract plans. If changes are requested to be made to the CONSULTANT'S plans by the DEPARTMENT, the CONSULTANT shall be prepared to update the corresponding electronic files and submit them to the DEPARTMENT. Final acceptance of the contract plans will be made in writing. The final contract plans submitted shall include one set of mylars and one set of paper prints. The paper set shall be submitted prior to the final mylars so that the DEPARTMENT can complete a final "three-way" check. Also, all CONSULTANT backup documents shall be resubmitted to reflect the final PS&E comments and final contract-plan conditions. The CONSULTANT shall also submit two bound copies of the final Drainage Calculations as well as two bound copies of the final Quantities Books.

The final contract plans shall include:

- (1) A front sheet.
- (2) Typical sections of improvement.
- (3) Summary-of-quantities sheets.



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- (4) ~~Plan and profile sheets.~~
- (5) Detail sheets and/or special sheets required.
- (6) ~~Cross-section sheets (shall be submitted on quality paper prints).~~

Each of the plan sheets shall be labeled with its corresponding electronic file name.

2. Bridge Design Submissions

The plan submissions for bridge structures shall follow, in general, the "Instructions for Consulting Engineers Concerning Routine Procedures on Bridge Design Projects" formats prepared by the DEPARTMENT.

The content, completeness, and scales for all drawings shall be as approved by the DEPARTMENT and shall be such as to accurately portray the placement and positioning of components and surfaces and the general appearance of the structural units. Large-scale details shall be employed as directed for congested areas or connections between components.

- a. Boring Layout (Not Included)
- b. TSL (Type-Span-Location) Studies (Not Included)
- c. Preliminary Plans – Bridge (Not Included)
- d. Preliminary PS&E Bridge

~~Upon receipt of written approval of the Preliminary Plans, the final design and preparation of contract plans shall commence. This final design shall incorporate revisions, if any, in the Preliminary Plans as approved by the DEPARTMENT.~~

~~The plan and elevation, survey plan and profiles, and boring logs as submitted for the Preliminary Plans shall be refined as necessary and become a part of the final contract plans.~~

Estimates of quantities shall be prepared for all materials of construction and shall be tabulated on the plans and summarized for each bridge.



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Upon completion of these contract plans, except for quantities and reinforcing-bar lists, copies of the plans shall be submitted to the DEPARTMENT for review and comment, the plans at this stage representing about 80% completion.

- e. PS&E – Bridge (Not Included)
- f. Contract Plans (Mylars)

Comments resulting from the DEPARTMENT's review of the Preliminary PS&E submission shall be incorporated into the design and contract plans.

Upon completion of these contract plans, they shall be submitted to the DEPARTMENT, the plans at this stage representing 100% completion.

### 3. Right-of-Way Plans

Right-of-way plans shall consist of a separate set of plans for the purpose of negotiating, defining and recording the required right-of-way for the project.

Final right-of-way plans shall be developed for recording at the Registry of Deeds. It is envisioned that the plans will be parcel-specific rather than the entire project corridor.

In order to expedite right-of-way acquisitions by the DEPARTMENT, it may be necessary to complete the right-of-way plans in stages, with work in some areas being accomplished very early in the project schedule. The preparation of the right-of-way plans in stages shall coincide with the limits and scope of the corresponding phased-construction contract plans. Right-of-Way plans shall be in English units. The CONSULTANT shall be prepared to provide working (progress) right-of-way plans (three sets of paper prints) concurrent with the Slope and Drainage Plans submission for each roadway contract, if requested. Where the proposed right-of-way lines have been firmly established, acquisition calculations shall be performed. Acquisition and easement calculations may be submitted in handwritten format. The purpose of this working (progress) submission is to show anticipated areas of acquisition and easements, as well as the correct format of the right-of-way plans.

The preliminary right-of-way submission (three sets of paper prints) shall be submitted concurrently with, or shortly after, the CONSULTANT'S submission of the contract specific



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Slope and Drainage plans. Acquisition and easement areas shall be calculated and summary boxes filled in. Handwritten format is acceptable.

The right-of-way plans shall be submitted after the CONSULTANT has received and incorporated the DEPARTMENT'S Slope and Drainage, and preliminary right-of-way plan comments. The CONSULTANT shall be prepared to make corrections and/or revisions as required. Upon DEPARTMENT review and written approval of the purchase plan submission, nine sets of paper prints will be required for use by the DEPARTMENT's Bureau of Right-of-Way. The CONSULTANT shall be prepared to make revisions to the final right-of-way plans based on the DEPARTMENT'S negotiations with property owners.

In the event that the DEPARTMENT needs to acquire a particular parcel in advance of completing the right-of-way plan process, the CONSULTANT shall be prepared to submit a working (progress) print(s) containing the parcel(s) in question. The working (progress) print(s) are intended to be construction plans showing the impacts, easements, etc., with summary boxes illustrating impacts to the parcel(s). Upon completion of the negotiation process, the CONSULTANT shall revise the ROW plans to allow for recordation at the registries.

**Amend Article 1, Add Section F to include the following:**

**F. SCOPE OF WORK (CONSTRUCTION SUPPORT SERVICES)**

If a contract for construction of the project, or part of it, is entered into within two years after completion by the CONSULTANT of the services outlined in Articles I, III and IV, the CONSULTANT shall, without additional compensation therefore, render services to the DEPARTMENT, including, but not restricted to, the following:

1. Construction

If and when required by the DEPARTMENT during the construction of the project, the CONSULTANT shall:

- a. At the CONSULTANT'S sole expense, correct and resolve errors and/or omissions within the contract plans and specifications found during construction.



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b. Render interpretations, as necessary, of the contract plans and specifications and submit recommendations for necessary modifications in either or both and, upon approval of recommendations by the DEPARTMENT, revise the contract plans and specifications to cover same and prepare other detailed drawings as may be needed to supplement the contract plans in order to permit the proper completion of the project. This work effort, if required, will be viewed as additional services, subject to an adjustment in the fee.

2. Shop Drawings

The CONSULTANT shall:

- a. Review, check and approve all working drawings prepared by others including the construction contractors or their subcontractors subject to the provisions of Section 105. Only that work designed by the DEPARTMENT will be excluded from this requirement.
- b. Design and prepare drawings for the substructure elements required for overhead sign structures. The Contractor shall submit fabrication plans and design parameters for overhead sign structures that, in combination with soils information obtained by the DEPARTMENT, shall be used by the CONSULTANT to develop the designs and drawings for substructure elements.

3. Signal Coordination

The CONSULTANT shall:

- a. Be available to assist with inspecting traffic signal equipment, the timing and phase settings, and monitor the operation of the coordination system.

**Amend Article 1, Section G to read:**

**G. Date of Completion**

In accordance with the Governor and Council Resolution authorizing this AGREEMENT, the date of completion for the professional design services rendered under this AGREEMENT is December 31, 2018.





NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION  
Meredith US Route 3/NH Route 25 Improvements  
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McFARLAND JOHNSON, INC.

July 26, 2016

MJ FEE SUMMARY

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DIRECT LABOR		\$	61,494.11
OVERHEAD	175.00%	\$	107,614.69
PROFIT	10.00%	\$	<u>16,910.88</u>
LABOR FEE SUB-TOTAL		\$	<b>186,019.68</b>

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**DIRECT NON-SALARY EXPENSES**

Auto Mileage		\$	550.00
Printing and Reproduction		\$	1,500.00
Postage / Express Mailings		\$	250.00
Miscellaneous Supplies, Etc.		\$	<u>500.00</u>
TOTAL DIRECT EXPENSES		\$	<b>2,800.00</b>

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**SUBCONSULTANTS**

GM2 Associates, Inc. (Right-of-Way)		\$	<b>22,150.00</b>
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TOTAL FEE		\$	<b>210,969.68</b>
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**NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION**  
**Meredith US Route 3/NH Route 25 Improvements**  
**Part B - Amendment 3**

July 26, 2016

7/26/2016	Labor Classifications							Total Hours
	SPM	SPE	PE/ES	SE	AE	ST	T	
<b>HIGHWAY DESIGN</b>								
<b>Task 1 Preliminary Plans</b>								
a. Roadway Plans	2	6	27	33	50	69	20	207
b. Signal Plans		2	4		8	13		27
c. Systems Engineering Plan		2	27					29
d. Quantities & Estimate				8	20	6		34
<b>Subtotal:</b>	<b>2</b>	<b>10</b>	<b>58</b>	<b>41</b>	<b>78</b>	<b>88</b>	<b>20</b>	<b>297</b>
<b>Task 2 Slope and Drain Submission</b>								
a. Incorporate Comments			2	4	16	13	13	48
b. Roadway Plans	1	6	13	33	82	100	66	301
c. Drainage Design & Plans			4	13	33	13		63
d. BMP Design		2	4	6	13	10		35
e. Signal Plans			2		8	13		23
f. Quantities & Estimate			2	6	26			34
g. Utility Plans				2	6	25		33
<b>Subtotal:</b>	<b>1</b>	<b>8</b>	<b>27</b>	<b>64</b>	<b>184</b>	<b>174</b>	<b>79</b>	<b>537</b>
<b>Task 3 PS&amp;E Submission</b>								
a. Incorporate Comments	1	4	13	33	33	33	33	150
b. Signal Plans		2	10		15	20		47
c. Systems Engineering Plan				6				6
d. Final Quantities & Estimate			2	10	33			45
e. Special Provisions	1		6	16				23
f. Prepare Submission	1		2	6	16	17	17	59
<b>Subtotal:</b>	<b>3</b>	<b>6</b>	<b>33</b>	<b>71</b>	<b>97</b>	<b>70</b>	<b>50</b>	<b>330</b>
<b>Task 4 Draft Contract Plans</b>								
a. Incorporate Comments					30	20		50
b. Prepare Submission	1	2	2	8	12	20		45
<b>Subtotal:</b>	<b>1</b>	<b>2</b>	<b>2</b>	<b>8</b>	<b>42</b>	<b>40</b>	<b>0</b>	<b>95</b>
<b>Task 5 Contract Plans</b>								
a. Incorporate Comments				4	16	12		32
b. Prepare Submission	1	2	2	4	12	14		35
c. CADD Deliverables					4	20		24
<b>Subtotal:</b>	<b>1</b>	<b>2</b>	<b>2</b>	<b>8</b>	<b>32</b>	<b>46</b>	<b>0</b>	<b>91</b>
<b>BRIDGE DESIGN</b>								
<b>Task 1 PPS&amp;E Submission</b>								
a. Site Visit		12			12			24
b. Bridge Calculations		0	0		0			0
c. Prepare Plans	1	8		16		40		65
d. Quantities & Estimate		2	8		13			23
<b>Subtotal:</b>	<b>1</b>	<b>22</b>	<b>8</b>	<b>16</b>	<b>25</b>	<b>40</b>	<b>0</b>	<b>112</b>
<b>Task 4 Draft Contract Plans</b>								
a. Incorporate Comments	1	8		16		20		45
b. Prepare Submission		6				8		14
<b>Subtotal:</b>	<b>1</b>	<b>14</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>28</b>	<b>0</b>	<b>59</b>
<b>Task 5 Contract Plans</b>								
a. Incorporate Comments		6				14		20
b. Prepare Submission		4		2		14		20
c. CADD Deliverables				2		8		10
<b>Subtotal:</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>36</b>	<b>0</b>	<b>50</b>
<b>PERMITTING</b>								
<b>Task 1 Wetland Permit</b>								
a. Application Preparation	2	2	2	32	6	40		84
b. Invasive Species Survey				10		2		12
c. Erosion Control Plans			2		6	8		16
d. Resource Agency Meeting	4			6	2			12
<b>Subtotal:</b>	<b>6</b>	<b>2</b>	<b>4</b>	<b>48</b>	<b>14</b>	<b>50</b>	<b>0</b>	<b>124</b>
<b>Task 2 Shoreland Permit</b>								
a. Field Work				2		4		6
b. Notification Preparation	1	2	2	12		16		33
<b>Subtotal:</b>	<b>1</b>	<b>2</b>	<b>2</b>	<b>14</b>	<b>0</b>	<b>20</b>	<b>0</b>	<b>39</b>

NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION  
Meredith US Route 3/NH Route 25 Improvements  
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July 26, 2016

7/26/2016	Labor Classifications							Total Hours
	SPM	SPE	PE/ES	SE	AE	ST	T	
<b>RIGHT-OF-WAY</b>								
Task 1 Right-of-Way Plans	1		4	8				13
<b>CONSTRUCTION SERVICES</b>								
Task 1 Bridge		8		16				24
Task 2 Signal Testing			20	20				40
<b>TOTAL HOURS:</b>	<b>18</b>	<b>86</b>	<b>160</b>	<b>334</b>	<b>472</b>	<b>592</b>	<b>149</b>	<b>1811</b>
<b>LABOR RATES:</b>	<b>\$60.00</b>	<b>\$48.13</b>	<b>\$44.53</b>	<b>\$37.39</b>	<b>\$32.03</b>	<b>\$29.85</b>	<b>\$25.99</b>	
<b>DIRECT LABOR:</b>	<b>\$1,080.00</b>	<b>\$4,139.18</b>	<b>\$7,124.80</b>	<b>\$12,488.26</b>	<b>\$15,118.16</b>	<b>\$17,671.20</b>	<b>\$3,872.51</b>	<b>\$61,494.11</b>
<b>Percentages By Staff Classification:</b>	<b>1%</b>	<b>5%</b>	<b>9%</b>	<b>18%</b>	<b>26%</b>	<b>33%</b>	<b>8%</b>	

**LABOR CLASSIFICATIONS**

- SPM Senior Project Manager
- SPE Senior Project Engineer/Senior Environmental Analyst
- PE/ES Project Engineer/Environmental Scientist
- SE Senior Engineer
- AE Assistant Engineer
- ST Senior Technician
- T Technician

Meredith US Route 3 & NH Route 25	McFarland-Johnson, Inc						Registry Plans		
TASKS	PM	Lead Surveyor	Party Chief	2 man Survey Crew	Survey /CADD Technician	Senior Hgwy Eng	Engineer	TOTALS	
<b>OBTAIN RECORD INFORMATION</b>									
research		8			8			8	
<b>PERFORM FIELD SURVEY</b>									
recon site - boundary				8				8	
gps control				8				8	
boundary tie in survey				32				32	
set monuments				10					
<b>OFFICE EFFORT - ROW Plans</b>									
download/ process field data			16					16	
gps downloads / process			8					8	
drafting					56			56	
review	2	24						26	
<b>Manhour Totals</b>	<b>2</b>	<b>32</b>	<b>24</b>	<b>58</b>	<b>64</b>	<b>0</b>	<b>0</b>	<b>178</b>	
<b>Rates</b>	<b>\$48.00</b>	<b>\$44.00</b>	<b>\$35.00</b>	<b>\$62.00</b>	<b>\$30.00</b>	<b>\$45.00</b>	<b>\$35.00</b>		
Direct Technical Labor	\$96.00	\$1,408.00	\$840.00	\$3,596.00	\$1,920.00	\$0.00	\$0.00	\$7,764.00	
Overhead @ 155.60%	\$149.38	\$2,190.85	\$1,307.04	\$5,595.38	\$2,987.52	\$0.00	\$0.00	\$12,080.78	
Subtotal	\$245.38	\$3,598.85	\$2,147.04	\$9,191.38	\$4,907.52	\$0.00	\$0.00	\$20,090.16	
Fixed Fee @ 10%								\$2,009.02	
Total								\$22,099.18	
Iron Pins								\$32.00	
<b>Total Project Cost</b>								<b>\$22,131.18</b>	



Mr. Gene McCarthy, P.E.  
McFarland-Johnson, Inc.  
53 Regional Drive  
Concord, NH 03301

July 21, 2016

Dear Mr. McCarthy,

GM2 Associates, Inc. (GM2) is pleased to submit this proposal to McFarland-Johnson, Inc. (MJ) for professional surveying services required for the preparation of recordable survey plan(s) associated with the improvements project located at the intersection of US Route 3 & NH Route 25 in Meredith, NH. It is anticipated that the project will contain one (1) permanent drainage easement near Lake Street as well as a sidewalk easement or possible parcel acquisition along the northerly side of NH Route 25. The survey limits are as shown on the attached conceptual plan provided by MJ. Recorded acquisitions, permanent easements and temporary easements will be shown on these plans.

Scope of Work – Survey plan(s) for recording at the Belknap County Registry of Deeds.

Task 1: Project Coordination

GM2 will coordinate with McFarland-Johnson (MJ) regarding schedule, notification and deliverables. MJ will be responsible for abutter notification prior to mobilization. Field crews will be relying upon this notification as part of proper protocol toward access to affected properties during the survey. GM2 requires copies of notification letters to be remitted to our office prior to mobilization.

Task 2: Existing ROW / Title Search

GM2 will be provided plans and CADD files depicting the existing R.O.W.'s of US Route 3 & NH Route 25 within the survey limits by MJ. GM2 will conduct necessary boundary and title research related to the parcels encompassing or directly abutting proposed easements and/or parcels slated for acquisition.

Task 3: Proposed easements and potential parcel slated for acquisition

GM2 will be provided with the proposed easement locations and designated parcels to be acquired from MJ.

Task 4: Tie Into Existing Monuments

Field crew will locate recoverable monuments sufficient to achieve positional certainty on the ground.

Task 5: Establish Horizontal Datum

Utilizing GPS equipment and available benchmarks this project will be based on NH State Plane Coordinate System.

Task 6: Develop Survey Control Drawing

Field data will be processed and a control drawing produced that will serve as the basis for layout of monuments and plan production.



Task 7: Monument Easements

It is anticipated that the project will contain one (1) permanent drainage easement near Lake Street as well as a sidewalk easement or possible acquisition along the northerly side of NH Route 25. These easements will be monumented with iron pins with caps as required by NHJB Administrative Rules. We anticipate approximately 10 pins to be set. The ROW Registry Plans will be annotated to reflect what was set at each corner prior to recording. Temporary easements will not be monumented.

Task 8: Develop Preliminary Registry Plan(s)

A plan(s) will be produced conforming to the requirements of the Belknap County Registry of Deeds requirements for registry and submitted to MJ for review and comment.

Task 9: Address Preliminary Registry Plan(s) Comments

MJ comments on the Preliminary Registry Plans will be addressed.

Task 10: Prepare Final Registry Plan(s) Comments

Final plan(s) will be stamped by a NH Licensed Land Surveyor prior to registering with the County.

Task 11: Register ROW Plans with Registry

The Registry Plans will be registered with the Belknap County Registry of Deeds. All costs associated with registering the plans will be borne by the Department.

Assumptions:

- MJ will provide existing R.O.W. information in CADD format.
- No effort will be made to establish existing R.O.W.'s
- Field work will be completed in no-snow conditions.
- Existing monuments required for survey control are available and recoverable.
- All information required to describe and record easements and acquired parcels will be available through ordinary and reasonable research efforts.

The estimated cost for service is **\$22,150.00**

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Thank you for considering GM2 for your project, we look forward to providing service excellence in a timely manner.

Sincerely,

*Paul J. Delaney*

Paul J. Delaney, L.S.  
Survey Manager

PROPOSED CONTRACT NUMBERS

8/3/2016

Anticipated expenditures as of 7/27/2016

MJ	ORIGINAL	SPENT	REMAINDER	NEW EFFORT	REQUESTED		TOTAL NEW FEE
					ADDITIONAL		
DIRECT LABOR	\$70,276.14	\$58,034.35	\$12,241.79	\$61,494.11	\$49,252.32		\$119,528.46
OVERHEAD	\$122,983.25	\$101,560.12	\$21,423.13	\$107,614.69	\$86,191.57		\$209,174.81
SUB-TOTAL	\$193,259.39	\$159,594.47	\$33,664.91	\$169,108.80	\$135,443.89		\$328,703.28
10% FEE	\$19,325.94	\$16,398.55	\$2,927.39	\$16,910.88	\$13,983.49		\$33,309.43
TOTAL	\$212,585.32	\$175,993.02	\$36,592.30	\$186,019.68	\$149,427.38		\$362,012.71
DIRECT EXPENSES	\$10,550.00	\$3,691.36	\$6,858.64	\$2,800.00	-\$4,058.64		\$6,491.36
MJ TOTAL	<b>\$223,135.32</b>	\$179,684.38	\$43,450.94	\$188,819.68	\$145,368.74		\$368,504.07
Alternate Street	\$8,703.27	\$4,800.00	\$3,903.27	\$0.00	-\$3,903.27		\$4,800.00
Applied Economic	\$24,824.77	\$0.00	\$24,824.77	\$0.00	-\$24,824.77		\$0.00
Carol Johnson	\$15,897.21	\$0.00	\$15,897.21	\$0.00	-\$15,897.21		\$0.00
Elizabeth Hengen	\$54,800.08	\$7,305.04	\$47,495.04	\$0.00	-\$47,495.04		\$7,305.04
GZA	\$6,363.22	\$0.00	\$6,363.22	\$0.00	-\$6,363.22		\$0.00
Independent Arch	\$18,671.73	\$0.00	\$18,671.73	\$0.00	-\$18,671.73		\$0.00
Project for Public	\$18,157.25	\$0.00	\$18,157.25	\$0.00	-\$18,157.25		\$0.00
Resource systems	\$38,370.91	\$38,763.19	-\$392.28	\$0.00	\$392.28		\$38,763.19
GM2				\$22,131.18	\$22,131.18		\$22,131.18
Subs Total	\$185,788.44	\$50,868.23	\$134,920.20	\$22,131.18	-\$112,789.03		\$72,999.41
PROJECT TOTAL	<b>\$408,923.76</b>	<b>\$230,552.62</b>	<b>\$178,371.14</b>	<b>\$210,950.86</b>	<b>\$32,579.72</b>		<b>\$441,503.47</b>

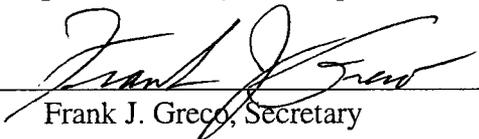
**CERTIFICATE OF SECRETARY  
OF  
McFARLAND-JOHNSON, INC.  
ATTESTING TO THE ADOPTION OF BOARD RESOLUTION**

I, Frank J. Greco, Secretary of McFarland-Johnson, Inc., certify that on March 9, 2016, at a Meeting of the Board of Directors of McFarland-Johnson, Inc., the Directors, acting unanimously, adopted the following resolution:

RESOLVED, that the following elected Officers and employees of the Corporation are authorized to sign contracts in the name of, and on behalf of, the Corporation, in accordance with corporate policies and rules:

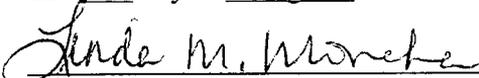
<u>Name</u>	<u>Office</u>
Richard J. Brauer	- President/CEO – Engineering
James M. Festa	- Sr. Vice President/COO/Chief Engineer/ Binghamton Regional Office Manager
Frank J. Greco	- Sr. Vice President/CFO/Secretary/Treasurer
Chad G. Nixon	- Sr. Vice President/BDO
Frederick D. Mock	- Vice President
Michael D. Long	- Concord Regional Office Manager

I certify that as a result of the action of the Board of Directors, James M. Festa, Senior Vice President/COO/Chief Engineer/Binghamton Regional Office Manager of McFarland-Johnson, Inc., is fully authorized to enter into any contracts, including Meredith STP-F-X-0241(014), 10430 (Part B), in the name of and on behalf of the Corporation for the rendering of services by the Corporation.

  
\_\_\_\_\_  
Frank J. Greco, Secretary

[CORPORATE SEAL]

SUBSCRIBED AND SWORN TO  
this 10<sup>th</sup> day of August 2016

  
\_\_\_\_\_

Notary Public  
LINDA M. MONAHAN  
Notary Public, State of New York  
No. 4968747  
Residing in Broome County  
My commission expires 7/2/18

L:[LOO/MISC/FJG]002A

# State of New Hampshire Department of State

## CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MCFARLAND-JOHNSON, INC. a(n) New York corporation, is authorized to transact business in New Hampshire and qualified on February 14, 1969. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 11<sup>th</sup> day of August, A.D. 2016

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/21/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Robert J. Hanafin, A Division of IOA Northeast Inc 204 Washington Ave.  Endicott NY 13760	CONTACT NAME: Renee Davidson	
	PHONE (A/C No, Ext): (607) 754-3500 FAX (A/C No): (607) 754-9797 E-MAIL ADDRESS: renee.davidson@ioausa.com	
INSURED McFarland Johnson, Inc. 49 Court Street PO Box 1980 Binghamton NY 13902-1980	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Sentinel Insurance Company	11000
	INSURER B: Hartford Underwriters Insuranc	30104
	INSURER C: Hartford Casualty Insurance Co	29424
	INSURER D: Hartford	100
	INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 16-17 Master REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	01SBAAQ4702	1/1/2016	1/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ee occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>	01UZCGF9204	1/1/2016	1/1/2017	COMBINED SINGLE LIMIT (Ee accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		01XHUWZ3498	1/1/2016	1/1/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A	01WBCTP5691	1/1/2016	1/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	VALUABLE PAPERS & RECORDS		01SBAAQ4702	1/1/2016	1/1/2017	BLANKET LIMIT \$150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Project: Meredith STP-F-X-0241(014), 10430, Part B.  
State of New Hampshire, NHDOT shall be named as Additional Insured.

## CERTIFICATE HOLDER

## CANCELLATION

New Hampshire Department of Transportation  
P.O. Box 483  
Concord, NH 03302-0483

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

D Blanchard/LORI

*Deborah K Blanchard*

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/15/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fenner & Esler Agency, Inc. PC Box 60 Oradell, NJ 07649	1-201-262-1200	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED McFarland-Johnson, Inc. att: Frank J. Greco 49 Court Street, Metrocenter PO Box 1980 Binghamton, NY 13902-1980		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Atlantic Specialty Insurance	NAIC #
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 47117212 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS					COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	UMBRELLA LIAB EXCESS LIAB					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A				PER STATUTE	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liability		DPL-5548-16 FULL PRIOR ACTS	06/15/16	06/15/17	Per Claim	5,000,000
						Annual Aggregate	5,000,000
						Deductible per clm	50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Portsmouth 13455, STP-X-5379 (025), US Route 1 Bypass, MJ Project No. 17402.00  
Bow-Concord, 13742A, Meredith 10430, STP-F-X-0241 (014)  
Deductible: \$50,000

CERTIFICATE HOLDER New Hampshire Department of Transportation P. O. Box 483 7 Hazen Drive Concord, NH 03302-0483 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**THE STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF TRANSPORTATION**



23

**VICTORIA F. SHEEHAN**  
**COMMISSIONER**

**WILLIAM CASS, P.E.**  
**ASSISTANT COMMISSIONER**

Bureau of Highway Design  
December 17, 2015

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Transportation to amend PO #5000389, with McFarland-Johnson, Inc., Concord, NH and Binghamton, NY, Vendor #164736, to prepare the second phase of the preliminary engineering design for the US 3 and NH 25 corridor in Meredith, by retroactively extending the completion date from September 25, 2015 to September 1, 2016, effective upon Governor and Council approval. The original Agreement was approved by Governor and Council on July 10, 2013, Item #115. Time extension only, no new funding.

**EXPLANATION**

This item is retroactive because work on the contract was stopped for a 6-month period due to a turnover of Selectmen in the Town of Meredith, and during this period of inactivity the consultant lost track of the current completion date.

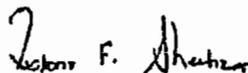
The purpose of this planning, engineering, and environmental consulting services agreement is to address transportation system needs along approximately one and one-half miles of US 3 and NH 25, extending from the US 3/NH 104 intersection in the Town of Meredith northerly to the intersection of US 3 and NH 25, then easterly along NH 25 to the vicinity of Pleasant Street. The development of the preliminary engineering for this project is expected to be performed in three phases (Parts A, B, and C). This contract is for the second phase (Part B) only. The purpose of Part B for this project is to assist the Department in the selection of a preferred alternative for reconstruction in these limits, further development of preliminary engineering plans and formal environmental documentation to be taken to a Public Hearing. This project is currently included in the State's Ten-Year Transportation Improvement Plan (Meredith 10430).

This time extension amendment is necessary because in January 2015 the Town of Meredith rejected the Preferred Alternative developed by the Project Advisory Committee. After the Selectboard rejected the alternative there was a turn over of 4 of the 5 selectmen at the March 2015 Town elections. As such the Department had the Consultant stop work on any engineering efforts for the project until the Town was in a position to begin talking about other potential alternatives. When the Town did recommend other potential alternatives to the Department that they might support there was a recognition that we needed more time to complete the development and approval of these potential alternatives. The approximate 11 month extension will allow the development of the alternatives, completion of environmental documentation and building of public consensus in order to proceed. Of the original \$408,923.76 amount for this contract, there is a balance of approximately \$223,000 remaining (100% Federal Funds).

This amended Agreement has been approved by the Attorney General as to form and execution. Copies of the fully-executed amended Agreement are on file at the Secretary of State's Office and the Department of Administrative Services, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

It is respectfully requested that authority be given to amend this Agreement for consulting services as outlined above.

Sincerely,

A handwritten signature in cursive script, appearing to read "Victoria F. Sheehan".

Victoria F. Sheehan  
Commissioner



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



115

CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

Bureau of Highway Design
June 4, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Transportation to enter into an Agreement with McFarland-Johnson, Inc., Concord, NH and Binghamton, NY, Vendor #164736, for a total fee not to exceed \$408,923.76, to prepare the second phase of the preliminary engineering design for the US 3 and NH 25 corridor in Meredith, effective upon Governor and Council approval, through September 25, 2015. 100% Federal Funds.

Funding is contingent upon the availability and continued appropriation of funds in FY 2014, as follows:

Table with 2 columns: Description and FY 2014 amount. Row 1: 04-96-96-963515-3054 Consolidated Federal Aid. Row 2: 046-500463 Eng Consultants Non-Benefit \$408,923.76

EXPLANATION

The Department requires planning, engineering, and environmental consulting services to address transportation system needs along approximately one and one-half miles of US 3 and NH 25, extending from the US 3/NH 104 intersection in the Town of Meredith northerly to the intersection of US 3 and NH 25, then easterly along NH 25 to the vicinity of Pleasant Street. The development of the preliminary engineering for this project is expected to be performed in three phases (Parts A, B, and C). This contract is for the second phase (Part B) only. The purpose of Part B for this project is to assist the Department in the selection of a preferred alternative for reconstruction in these limits, further development of preliminary engineering plans and formal environmental documentation to be taken to a Public Hearing. This project is currently included in the State's Ten-Year Transportation Improvement Plan (Meredith 10430).

On February 22, 2006, the Governor and Council authorized the Part A Agreement (Item #66 copy attached) to prepare base plans, inventory resources, and develop conceptual alternatives which will be carried forward for further development and analysis under Parts B and C.. The Department reserved the right to either negotiate a scope and fee for the Part B final design services or terminate the contract. Since the firm of McFarland-Johnson, Inc. satisfactorily completed the planning study (Part A) for this project, the Department proposes to continue with this firm to perform the preliminary design (Part B) effort. Assuming a successful Public Hearing, the Department reserves the right to either negotiate a scope and fee for Part C (final design), or terminate the contract with McFarland-Johnson, Inc.

The entire planning and design process will incorporate context sensitive solutions and techniques, and will include a comprehensive public participation process that will include meetings with officials and citizens of Meredith, the Project Advisory Task Force, the Lakes Region Planning Commission, as well as officials and citizens of neighboring towns. As the project develops, the general public will also be involved.

The Range of Reasonable Alternatives determined in Part A will be evaluated in Part B to help determine a preferred alternative. However, it is anticipated that the current project funding will not be sufficient to complete all of the improvement components proposed by any of the reasonable alternatives. A two phase process will be

undertaken in Part B to: 1) establish the preferred alternative for the Village Core, and 2) carry forward a portion of the preferred alternative, focused around the main US 3/NH 25 intersection, into the formal environmental documentation and public hearing process. The first phase will establish the preferred alternative for the Village Core and will clearly define the priorities for its implementation. The second phase will begin with the highest priority elements and carry them into a formal environmental evaluation process.

McFarland-Johnson, Inc. has agreed to furnish the required services for a total fee not to exceed \$408,923.76. This is a reasonable fee and is commensurate with the complexity of the project and the scope of engineering and technical services to be furnished.

This project funding is 80% Federal funds with 20% State match. Turnpike toll credit is being utilized for New Hampshire's match requirement, effectively using 100% Federal funds.

This Agreement has been approved by the Attorney General as to form and execution. The Department has verified that the necessary funds are available. Copies of the fully-executed Agreement are on file at the Secretary of State's Office and the Department of Administrative Services, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

It is respectfully requested that authority be given to enter into an Agreement for consulting services as outlined above.

Sincerely,



Christopher D. Clement, Sr.  
Commissioner



*B & C 2/22/06*  
*MEM 66*  
**THE STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF TRANSPORTATION**



**CAROL A. MURRAY, P.E.**  
**COMMISSIONER**

Bureau of Highway Design

January 23, 2006

His Excellency, Governor John H. Lynch  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

Requested Action

Authorize the Department of Transportation to enter into an agreement (Meredith, 10430) with McFarland-Johnson, Incorporated of Concord, NH and Binghamton, NY (VC#23114) in the amount of \$786,363.73 to prepare the first phase of the preliminary engineering design for the US 3 and NH 25 corridor in Meredith, from the date of the Notice to Proceed, following Governor and Council approval, through March 31, 2008.

Funding is available as follows:	015-096-3054-090-0104	<u>FY 2006</u> \$786,363.73
	Consolidated Federal Aid	

EXPLANATION

The Department requires planning, engineering, and environmental consulting services to address transportation system needs along approximately four and one-half miles of the US 3 and NH 25 corridor extending from the US 3/NH 104 intersection in the Town of Meredith northerly to the intersection of US 3 and NH 25 then easterly on NH 25 to the Center Harbor town line. The development of the preliminary engineering for this project is expected to be performed in three phases (Parts A, B, and C). This contract is for the first phase (Part A) only. The purpose of Part A for this project is to prepare base plans, inventory resources, and develop conceptual alternatives which will be carried forward for further development and analysis under Parts B and C. The entire planning and design process will incorporate context sensitive solutions and techniques, and will include a comprehensive public participation process that will include meetings with officials and citizens of Meredith, the Project Advisory Task Force, the Lakes Region Planning Commission, as well as officials and citizens of neighboring towns.

The primary focus of this phase of the project will be community planning, inventory of natural and cultural resources, identification of problem areas, and context sensitive solutions for improvements associated with the US 3 and NH 25 corridors. Part A will concentrate on defining the study area and look at issues affecting the US 3/NH 25 corridors from the perspectives of traffic, land use, and human, built, natural, and cultural resources.

An environmental analysis of the study area will inventory environmental resources including wetlands, floodplains, farmlands, fish and wildlife, water bodies, historical and archeological properties, residential and business properties, parks, and conservation areas. The study area will also be reviewed with respect to hazardous/contaminated material sites.

The consultant selection process employed by the Department for this contract is in accordance with RSAs 21-I:22, 21-I:22-c and 21-I:22-d, all applicable Federal laws and the Department's "Consultant Selection and Service Agreement Procedures" dated December, 1999.

Twenty four consultant firms were considered for this assignment:

<u>Consultant Firm</u>	<u>Office Location</u>
The Louis Berger Group, Inc.	Manchester, NH
Clough Harbour & Associates LLP	Keene, NH
DMJM + Harris	Manchester, NH
Dufresne-Henry, Inc.	South Burlington, VT
Fay, Spofford & Thorndike, LLC	Bedford, NH
Fitzgerald & Halliday, Inc.	Hartford, CT
Gannett Fleming, Inc.	Braintree, MA
Gorrill-Palmer Consulting Engineers, Inc.	Gray, ME
Hatch Mott MacDonald	Boston, MA
Greenman-Pedersen, Inc.	Nashua, NH
HNTB Corporation	Boston, MA
Holden Transportation Engineering	Concord, NH
HTA Consulting Engineers, Inc.	Manchester, NH
Jesseman Associates, P.C.	New London, NH
McFarland-Johnson, Inc.	Concord, NH & Binghamton, NY
Provan & Lorber, Inc.	Contoocook, NH
Rizzo Associates, Inc.	Manchester, NH
SEA Consultants, Inc.	Concord, NH
Smart Mobility	Norwich, VT
Urbitran Associates, Inc.	New Haven, CT
URS Corporation	Salem, MA
Vanasse Hangen Brustlin, Inc.	Bedford, NH
Weston & Sampson Engineers, Inc.	Portsmouth, NH
Wilbur Smith Associates	New Haven, CT

Ultimately, a short list from the above-listed consultant firms was rated on the basis of comprehension of the assignment, clarity of the proposal and interview, capacity to perform in a timely manner, quality and experience of the project manager and the team, and overall suitability for the assignment.

The firm of McFarland-Johnson, Incorporated has been recommended for this assignment. The firm has an excellent reputation and has demonstrated the capabilities to perform the necessary engineering and technical services for this contract. Background information on this firm is attached. The firm has assembled a well-qualified team of subconsultants with expertise and experience in the areas needed for this project.

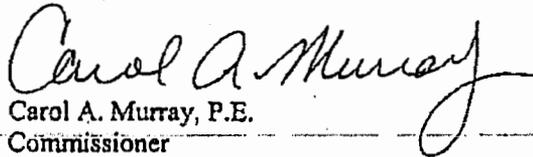
McFarland-Johnson, Incorporated has agreed to furnish the required services for a total amount not to exceed \$786,363.73. This is a reasonable fee and is commensurate with the complexity of the project and the scope of engineering and technical services to be furnished. Eighty percent (80%) of the cost will be borne by the Federal government and twenty percent (20%) of the cost will be borne by the State of New Hampshire.

This Agreement has been approved by the Attorney General as to form and execution. The Department has certified that the necessary funds are available.

Copies of the fully-executed Agreement are on file at the Secretary of State's Office and the Department of Administrative Services, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

It is respectfully requested that authority be given to enter into an agreement for consulting services as detailed in the Requested Resolution.

Sincerely,



Carol A. Murray, P.E.  
Commissioner

CAM/wjh  
Attachment

Gene W. McCarthy, PE

*Project Manager*

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### GENERAL SUMMARY

Mr. McCarthy has extensive experience in transportation engineering, design, planning, and project management. His technical skills include design of roads, interchanges, and highways; preparation of interstate and interchange geometrics; preparation of detailed construction staging plans; and conducting constructibility analyses for major transportation projects. He has been involved with projects ranging from a \$5 million roadway-widening project to a \$1 billion bridge project. Mr. McCarthy is responsible for managing multi-disciplinary teams for complex highway projects.

### REPRESENTATIVE EXPERIENCE

Interstate System Planning Study, Interstate 93, From Bow to Concord, NH -- Deputy Project Manager responsible for the management of the engineering efforts and technical team. The initial phase of this project will study a range of alternatives for adding capacity to Interstate 93 through Bow and Concord, NH. The project includes assessment of Interstate 93 transportation network improvements, macro-environmental analysis and traffic demand modeling and analysis. The project includes a comprehensive public participation program. *Project Owner: New Hampshire Department of Transportation (NHDOT)*

Route 262/Warren Avenue/I-880 Interchange, Fremont, CA -- Deputy Project Manager for the preliminary engineering and environmental studies of freeway-to-freeway interchange and interstate widening project. Responsible for the development of design concepts to improve the regional and local movement of traffic in the vicinity of the interchange. Also responsible for the coordination of a multi-disciplinary team that prepared cost estimates, traffic operations analyses, HOV connector studies, traffic control concepts, and environmental assessment. Also served as Project Manager for final design. Responsible for managing a team that provided structures design, geotechnical investigations and right-of-way engineering services.

State Route 68 Corridor Study, Monterey County, California -- lead designer responsible for preparation of horizontal and vertical alignments, cost estimates, and a Project Report (PR) for two 11.5-mile freeway alignments connecting the cities of Monterey and Salinas studied as part of a tier 1 environmental impact study.

San Francisco-Oakland Bay Bridge, Caltrans, San Francisco and Alameda Counties, CA -- Project Engineer responsible for developing alignment options and traffic control for the replacement of the east span of the Bay Bridge (Interstate 80). The east span was damaged in the 1989 Loma Prieta earthquake; the replacement is a combination viaduct and suspension bridge. Options included studying alignments on both sides of the existing bridge. Traffic control focused on maintaining traffic on this vital regional interstate while allowing for the construction of the new bridge. Sixteen nighttime closures will be required.

Highway and Intersection Improvements, US 3 and NH 11 near West Bow Intersection, Franklin, NH -- Project Engineer responsible for the design and review of roadway design plans. This project involved the preliminary and final design of 0.4 miles of highway reconstruction and widening. The design included a new storm drain system, traffic signals, addition of turning lanes, access control improvements and extensive utility relocations. Right-of-way plans were also developed. *Project Owner: New Hampshire Department of Transportation (NHDOT)*

Highway and Intersection Improvements, US 3 and NH 11 near the Intersection with Kendall, Franklin, NH -- Project Engineer responsible for the design and review of highway design tasks. This project involved the preliminary and final design of 0.2 miles of roadway reconstruction and widening. New traffic signals were installed along with a new storm drain system. Full right-of-way plans were also developed. *Project Owner: New Hampshire Department of Transportation (NHDOT)*